law estate, *viz.,* indestructibility, alienability *inter vivos,* devisability. See (1844) 8 & 9 Vict. c. 106, § 8; Stimson, Am. Stat. L. §§ 1402, 1403, 1421, 1424, 1426; N. Y., Cons. Laws (1909) c. 52, §§ 57-59; 2 Reeves, *op. cit.* §§ 900-905. In this evolution, Illinois has been cited as unprogressive. See 1 Illinois Law Rev. 311, 374; 3 Illinois Law Rev. 374-5, 383. The instant decision indicates a tendency to discard an atavistic concept.

REAL PROPERTY—TITLE BY ESTOPPEL—COVENANT OF WARRANTY.—The plaintiffs, holders of different interests in a firm of real estate, conveyed it to the defendant by a deed reciting the different interests and containing a clause of general warranty. One of the contingent remaindermen refused to join in the deed. The contingency happened and the remainderman then brought suit to recover his interest. During the action he died, and the grantors, as his heirs at law, continued it. *Held,* that the plaintiffs are not estopped by their warranty from asserting their after-acquired title. *Flowers* v. *Crumbaugh* (Ky. 1920) 221 S. W. 1074.

Where a grantor with no title or defective title conveys land with a general warranty and afterwards secures an interest, this interest inures to the grantee or his assigns by way of estoppel. *Baker* v. *Austin* (1917) 174 N. C. 433, 93 S. E. 949. The grantor is likewise estopped, though there is no warranty, if the deed purports to convey an estate which he later acquires. See *Breen* v. *Morehead* (Tex. 1910) 126 S. W. 650. This doctrine applies not only against the grantor but also against anyone holding under him either by descent or grant with notice. *Donohue* v. *Vosper* (1915) 189 Mich. 78, 155 N. W. 407. Estoppel by deed, unlike estoppel *in pais,* is not based on misrepresentation. This is well illustrated in the case where an heir sells an expectancy and later acquires title. This title is said to pass by estoppel even though the grantee knew he was buying an expectancy. See *Blackwell* v. *Hanelson* (1914) 99 S. C. 264, 84 S. E. 233. If the grantor in his covenant says he owns and will defend the unincumbered fee, it does not matter that by the same deed he avows the assertion is not the fact. *Ayer* v. *Philadelphia, etc. Brick Co.* (1893) 159 Mass. 84, 34 N. E. 177. However, it is usually held that a general warranty is coextensive with the granting clause. *Ballard* v. *Child* (1858) 46 Me. 152. On the latter ground the decision in the instant case can be upheld.

TELEPHONE COMPANIES—MENTAL ANGUISH CAUSED BY FAILURE TO RECEIVE A MESSAGE.—While the plaintiff was visiting his father with his wife and child, the child became seriously ill and the plaintiff tried to summon a physician by telephone. The operator was asleep; no connection could be obtained. The child died. The plaintiff sued the telephone company for his mental anguish and that of his wife, alleging negligence. *Held,* no recovery should be allowed under statutory construction. *Lawson* v. *Haskell Telephone Co.* (Tex. 1920) 224 S. W. 390.

The instant case illustrates a limitation upon the anomalous doctrine which allows recovery for mental anguish caused by failure or delay in delivering messages connected with sickness or death. Telephone companies appear to be subject to the doctrine as well as telegraph companies. *Cumberland Tel. & Tel. Co.* v. *Atherton* (1906) 122 Ky. 154, 91 S. W. 257; *cf. Southwestern Tel. & Tel. Co.* v. *Andrews* (Tex. Civ. App. 1915) 178 S. W. 574. The doctrine, however, is in most cases limited to messages between close relations. *Western Union Tel. Co.* v. *Arnold* (1903) 96 Tex. 493, 43 S. W. 1043; *Southwestern Tel. & Tel. Co. v. Andrews, supra; Western Union Tel. Co.* v. *Stein-*